

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2009-0236517-00

RECORDING REQUESTED BY:
Pittsburg River Park LLC
36 Washington Street, Suite 390
Wellesley, MA 02481

Check Number
Wednesday, OCT 07, 2009 10:08:44
MOD \$25.00 REC \$30.00 FTC \$25.00
RED \$1.00
Ttl Pd \$82.00

Nbr-0000277309
1rc/R9/1-26

WHEN RECORDED, MAIL TO:

Barbara J. Cook, P.E. Chief
Department of Toxic Substances Control
Brownfields and Environmental Restoration
Program - Berkeley Office
700 Heinz Avenue
Berkeley, California 94710-2721

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Former Johns Manville Plant Site, Contra Costa County, Assessor Parcel Number 073-050-001; Site Code 201318-11)

This Covenant and Agreement ("Covenant") is made by and between Pittsburg River Park LLC ("PRP" or the "Covenantor"), the current Owner of certain property situated in Pittsburg, County of Contra Costa, State of California, described and depicted in Exhibit "A" attached, (the "Property"), PRP's successors and assigns, and the California Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471(c) and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.01. The Former Johns Manville Plant site Property, totaling approximately 20.5 acres, is more particularly described and depicted in Exhibit "A." The Property is located in the area now generally bounded by the North Parcel, Third Street and a Tesoro coke facility to the north; by Harbor Street, several small light industrial businesses, and USS Posco Corporation to the east; and by the City of Pittsburg's Eighth Street Linear Park and residential properties to the south, and by residential properties to the west. This Property is more specifically described as Contra Costa County Assessor's Parcel Number: 073-050-001.

1.02. A portion of the Property is more particularly described and identified in Exhibit "B", which is attached hereto and incorporated herein by this reference ("Bermed Property") as defined below. The Bermed Property is approximately 3.2 acres and is located on the eastern side of the Property. The Bermed Property is distinguished by a chain link fence surrounding the property as further described in Exhibit "B" as Parcel D, as shown on that certain tentative parcel map entitled, "Harbor Park Development Project, Parcel Map MS 676-06, Pittsburg, California." APN: 073-050-001 (portion).

1.03. A portion of the Property is more particularly described and identified in Exhibit "C", which is attached hereto and incorporated herein by this reference ("Residential Property") as defined below. The Residential Property is approximately 17.30 acres and is located on the western and southern sides of the Property. The Residential Property is further described in Exhibit "C" as Parcels A, B and C as shown on that certain tentative parcel map entitled, "Harbor Park Development Project, Parcel Map MS 676-06, Pittsburg, California." APN: 073-050-001 (portion).

1.04. The subsurface soils on a portion of the Residential Property in the vicinity of the former evaporation pond formerly located in the southern portion of the Property are impacted with petroleum hydrocarbons and volatile organic compounds that are present below a depth of four feet National Geodetic Vertical Datum ("NGVD") and deeper, as more particularly described on Exhibit "D" ("Soil Management Area"). APN: 073-050-001 (portion).

1.05 In 2001, Harding Lawson Associates ("HLA") conducted a preliminary endangerment assessment to assess the presence and the extent of waste asbestos products and total petroleum hydrocarbons ("TPH") in the Property soils. The investigation confirmed the presence of asbestos fibers and asbestos products, TPH and volatile organic compounds ("VOC") including tetrachloroethylene ("PCE") and trichloroethylene ("TCE") at the Property. HLA presented the results of the site investigation in a report titled Preliminary Endangerment Assessment, Johns Manville - Plant Site, Pittsburg, California dated July 17, 2001 ("PEA"). In June 2006, ERM prepared a Remedial Action Plan ("RAP") for PRP. The RAP is developed in accordance with Health and Safety Code, division 20, chapter 6.8 under the oversight of the Department. Because hazardous substances, as defined in Health and Safety Code

section 25316, which are also hazardous materials as defined in Health and Safety Code section 25260, including asbestos, VOC and benzene remain in the Bermed property and in groundwater under the Property, the RAP provides that a Covenant be required as part of the site remediation. The remedial activities selected in the RAP included consolidation of asbestos material in two berm trenches and aboveground consolidation of TPH-impacted soil from the Property, and installation of a protective barrier over the two consolidated berm areas of the Bermed Property. The berm-related remedial action includes: excavation and consolidation of TPH-and asbestos-impacted fill materials from the Property in two engineered berms; each with a subgrade storage cell and an aboveground storage cell; placing a two-foot-thick layer of clean soil as cover for the Bermed Property; installing an automatic sprinkler system; and, hydroseeding the cover soil with a grass seed mixture. The Department held a public meeting and circulated the RAP, an Initial Study and a Negative Declaration prepared pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., for public review and comment. The RAP and the Negative Declaration were approved by the Department on June 22, 2006. On August 25, 2006, the Department conditionally approved the Remedial Design and Implementation Plan ("RDIP") pending the approval of the final grading permit issued by the City of Pittsburg. The conditional approval of the RDIP allowed PRP's contractor to excavate the two trenches for the Bermed Property and to remove the contaminated soil from the Residential Property. On November 2, 2007, the Department approved an RDIP addendum ("ARDIP"), which allowed PRP's contractor to complete the construction of the two berms. The soil excavation and on-site and offsite disposal activities required in the RDIP were implemented from September 2006 to March 2008 to remove areas of soil contaminated with TPH and asbestos to achieve cleanup goals deemed safe for residential development of the Residential Property. Approximately 48,000 tons of soil contaminated with TPH and asbestos was excavated and disposed at the Forward Landfill and Hay Road Landfill. Approximately 103,000 tons of soil contaminated with asbestos and TPH was placed on the Bermed Property.

The Soil Management Area was initially excavated as deep as 11-feet NGVD or 22 feet below ground surface. In accordance with the ARDIP, the excavation of the former evaporation pond was extended to the north and west at an elevation of about 4 feet NGVD (observed groundwater table). About 4,400 cubic yards of stockpiled soil previously excavated from below the water table at a depth of 22 feet bgs was placed back to the excavation. The TPH-affected soil that was removed at or above the water table was placed on the Bermed Property. The results of the confirmation samples collected from the base of the excavation below the groundwater table in the Soil Management Area detected TPH from below laboratory analytical reporting limits to as high as 10,000 milligrams per kilogram ("mg/kg"). These concentrations exceed the cleanup level established by the RAP and the San Francisco Bay Regional Water Quality Control Board Environmental Screening Levels for residential development and protection of groundwater ("Residential ESLs"). Five grab groundwater samples collected in the Soil Management Area after the excavation was backfilled were above the ESL for groundwater not used as a source of drinking water and the detected TPH

concentrations ranged from 7.1 milligrams per liter ("mg/L") to 500 mg/L. Benzene was the only petroleum-related constituent detected above its Maximum Contaminant Level ("MCL") and was detected in only one groundwater sample collected under the Soil Management Area at a concentration of 1.3 micrograms per liter ("µg/L"), just slightly above the MCL of 1.0 µg/L. PCE and TCE were also detected at concentrations of 72 µg/L and 7.9 µg/L, respectively on the southwestern corner of the Property. These concentrations exceeded their respective MCLs. A soil-vapor investigation was also conducted to evaluate the potential hazard of vapor intrusion from groundwater for future residential development. Based on the results of a soil-vapor investigation and human health screening evaluation for the vapor intrusion pathway, estimated risks and hazards were below regulatory cancer and non-cancer targets associated with residential land use. The estimated cancer risk was determined using default building foundation assumptions, DTSC residential exposure assumptions, and site-specific soil parameters.

TPH in soil and groundwater at the Soil Management Area below the groundwater table exceeds the Residential soil ESL and the ESL for groundwater not used as a source of drinking water. Groundwater at the Property is also impacted with VOC. The contamination does not pose an unacceptable threat to public health in its current location. However, the contamination is present above Residential ESLs and MCLs. Therefore, it could pose a threat to public health if the contaminated soil is excavated or groundwater is extracted in areas with the potential for direct contact. The Bermed Property is intended to be used as a landscaped buffer for residential uses on the Property. The Department concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if the Property is managed in accordance with the restrictions set forth in this Covenant.

1.06 The restrictions set forth in this Covenant are necessary to preclude present and future users' exposure to asbestos that will remain in Bermed Property soils and to preclude present and future users' exposure to petroleum hydrocarbons and volatile organic compounds that will remain in and below the Soil Management Area soils and in groundwater beneath the Residential Property.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25365.6 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion.

3.02. Binding upon all Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, their heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property, are expressly bound hereby for the benefit of the Department provided however, that Owners/Occupants are not responsible for any obligations and/or breaches of those obligations arising subsequent to their ownership/occupancy unless they caused or contributed to such a breach.

3.03. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.04. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance or other transfer of any ownership interest in the Property (excluding mortgages, liens, and other nonpossessory encumbrances) made by that Owner. The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also

include the APN noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect a proposed conveyance or transfer, except as otherwise provided by law, or by administrative order.

3.05. Costs of Administering the Covenant to be Paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore the Owner hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to Title 22 California Code of Regulations section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses of the Bermed Property. The Bermed Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation;
- (b) A hospital for humans;
- (c) A public or private school for persons under 21 years of age;
- (d) A day care center for children;
- (e) Raising of food (cattle, food crops);

4.02. Prohibited Activities on the Bermed Property. The following activities shall not be conducted at the Bermed Property:

- (a) Drilling for water, oil, or gas, or extraction of groundwater without prior written approval by the Department.
- (b) Activities that may disturb the Berms (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining), except as authorized pursuant to the Operation and Maintenance Agreement for the Former Johns Manville Plant Site Bermed Property, as approved by the Department, or otherwise approved in writing by the Department.

4.03 Notice to the Department regarding Disturbance of the Bermed Property.

The current Owner or Occupant shall notify the Department of each of the following on the Bermed Property: (a) the type, cause, location and date of any disturbance or damage to the lowest six inches in depth of the cover soil on the Berm and (b) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of (a) the discovery of any such disturbance and (b) the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

The Owner shall prepare a Soil Management Plan and a Health and Safety Plan for the Bermed Property, approved by the Department, prior to conducting activities that will disturb the integrity of the Berms. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal law. The Owner shall obtain the Department's written approval prior to removing any contaminated soils from the Bermed Property

4.04 Prohibited Activities on the Residential Property. The following activities shall not be conducted at the Residential Property:

(a) Extraction of groundwater for use as drinking water and for any other purposes other than groundwater monitoring or treatment or excavation or construction dewatering

(b) Installation and/or pumping of water producing wells, including but not limited to water supply, irrigation or private wells; or

(c) Removal and handling of groundwater for the purpose of excavation or construction dewatering shall be managed in accordance with all applicable provisions of state and federal law.

4.05 Prohibited Activities on the Soil Management Area. In addition to the prohibitions set forth in section 4.04, above, the following activities shall not be conducted at the Soil Management Area:

(a) Activities that will disturb the soil at or below four feet NGVD or which encounter groundwater if it occurs at a shallower depth (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) without a Soil Management Plan approved by the Department in advance. At the time remediation was completed, there was approximately five feet of clean soil above four feet NGVD.

(b) Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.06 Access for Department. The Department shall have reasonable right of entry and access to the Bermed Property and the Residential Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.07 Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities shall have reasonable rights of entry and access to the Bermed Property and the Residential Property for the purpose of implementing the operation and maintenance.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal, as appropriate, of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. The Owner or any other aggrieved person may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination. The Owner or any other aggrieved person may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Bermed Property or the Residential Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended or modified in accordance with the paragraphs above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under federal or state law.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Contra Costa within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Pittsburg River Park LLC
 36 Washington Street, Suite 390
 Wellesley, MA 02481
 Attention: Mr. John B. Hanselman

Or, at the Department's discretion to:

 Paul Hastings Janofsky & Walker LLP
 65 Second Street, 24th Floor
 San Francisco, CA 94105
 Attention: Mr. Gordon Hart

To DTSC: Barbara J. Cook, P.E., Performance Manager
 Department of Toxic Substances Control
 Brownfields and Environmental Restoration Program – Berkeley
 Office
 700 Heinz Avenue
 Berkeley, California 94710-2721

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein, or the application of it to any person or circumstance, is determined by a court of

competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07. Annual Reporting Requirements for the Bermed Property. The Owner of the Bermed Property shall conduct an annual inspection of the Bermed Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violations: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violations cease immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Pittsburg River Park LLC

By: 

Date: 9/17/09

Title: John B. Hanselman
Managing Principal

Department of Toxic Substances Control

By: 

Date: 9/25/09

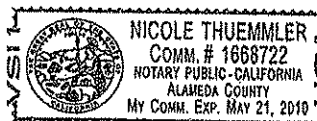
Title: Barbara J. Cook, P.E., Performance Manager
Brownfields and Environmental Restoration
Program, Berkeley Office

Dept. of Toxic Substances Control

STATE OF CALIFORNIA, COUNTY OF Alameda
On 9-25-09 before me, Nicole Thuemmler, notary public,
personally appeared Barbara J. Cook
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Nicole Thuemmler



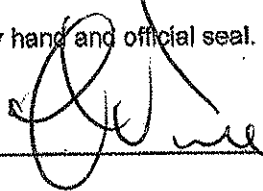
STATE OF CALIFORNIA MA
COUNTY OF NORFOLK

On this 17 day of SEPT., in the year 2009, before me
RICHARD M. THALL Notary Public, personally appeared
JOHN B. HANSELMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{MA} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



RICHARD M. THALL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 30, 2010

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF Pittsburg, COUNTY OF Contra Costa, STATE OF California AND IS DESCRIBED AS FOLLOWS:

CITY OF PITTSBURG

PARCEL ONE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THIRD STREET OF THE CITY OF PITTSBURG, IF EXTENDED EASTERLY, WITH THE EASTERLY BOUNDARY LINE OF THE CITY OF PITTSBURG AS IT NOW EXISTS; THENCE RUNNING SOUTH 73° 18' WEST ALONG THE SAID SOUTHERLY LINE OF THIRD STREET, PRODUCED EASTERLY, A DISTANCE OF SIX HUNDRED THIRTY ONE (631) FEET TO A POINT; THENCE LEAVING SAID LINE AND RUNNING SOUTH 15° 45' WEST, A DISTANCE OF TEN HUNDRED SEVENTY-NINE AND 50/100 (1078.50) FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SEVENTH STREET OF THE CITY OF PITTSBURG, PRODUCED EASTERLY; THENCE RUNNING ALONG SAID LAST MENTIONED LINE, NORTH 73° 15' WEST, A DISTANCE OF SIX HUNDRED THIRTY ONE (631) FEET TO A POINT ON THE AFORESAID EASTERLY BOUNDARY LINE OF THE CITY OF PITTSBURG; THENCE RUNNING ALONG SAID LAST MENTIONED LINE, NORTH 15° 45' EAST, A DISTANCE OF TEN HUNDRED SEVENTY-NINE AND 50/100 (1079.50) FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING A PORTION OF THE RANCHO LOS MEDANOS, CONTRA COSTA COUNTY, CALIFORNIA,

ASSESSOR'S PARCEL NO. 073-050-001 (PORTION)

PARCEL TWO:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY BOUNDARY LINE OF THE CITY OF PITTSBURG, AS SAID BOUNDARY LINE NOW EXISTS, AND THE SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS PARCEL NO. 1, CONVEYED BY C. A. HOOPER & CO., A CORPORATION, TO JOHNS-MANVILLE INCORPORATED OF CALIFORNIA, A CORPORATION, BY THAT CERTAIN DEED RECORDED IN VOLUME 3 OF OFFICIAL RECORDS, AT PAGE 340, IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA; RUNNING THENCE ALONG SAID SOUTHERLY LINE OF SAID LANDS OF JOHNS-MANVILLE INCORPORATED OF CALIFORNIA, SO CONVEYED BY THE AFORESAID DEED, SOUTH 73° 15' EAST, 631 FEET TO THE SOUTHEAST CORNER OF THE LANDS OF SAID JOHNS-MANVILLE INCORPORATED OF CALIFORNIA SO CONVEYED BY THE AFORESAID DEED; THENCE SOUTH 16° 45' WEST, 335 FEET, MORE OR LESS, TO A POINT OF A LINE WHICH IS THE EXTENSION EASTERLY OF THE SOUTHERLY LINE OF EAST EIGHTH STREET OF SAID CITY OF PITTSBURG; THENCE ALONG SAID LAST MENTIONED LINE, NORTH 73° 15' WEST, A DISTANCE OF 631 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID CITY OF PITTSBURG, AS SAID EASTERLY BOUNDARY LINE NOW EXISTS; THENCE ALONG SAID LAST NAMED LINE, NORTH 16° 45' EAST, A DISTANCE OF 335 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT,

ASSESSOR'S PARCEL NO. 073-050-001 (PORTION)

PARCEL THREE:

BEGINNING AT A POINT IN THE EASTERLY BOUNDARY OF THE CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA, THE SAID POINT BEING AT THE SOUTHEASTERLY CORNER OF LAND DESCRIBED AS PARCEL 1 IN A DEED FROM C. A. HOOPER & CO. TO JOHNS-MANVILLE INCORPORATED OF CALIFORNIA, DATED MAY 31, 1928 AND RECORDED IN VOLUME 146 OF OFFICIAL RECORDS, AT PAGE 84, RECORDS OF CONTRA COSTA COUNTY; THENCE FROM THE SAID POINT OF BEGINNING, ALONG THE SOUTHERLY BOUNDARY OF THE SAID LAND OF JOHNS-MANVILLE INCORPORATED OF CALIFORNIA, SOUTH 73° 19-1/2' EAST, 631.00 FEET TO THE SOUTHEASTERLY CORNER OF THE SAID LAND; THENCE SOUTH 16° 45' WEST, FIVE AND FIVE TENTHS (5.5) FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LAND DESCRIBED AS PARCEL 1 IN A DEED FROM C. A. HOOPER & CO. TO SACRAMENTO NORTHERN RAILWAY, DATED OCTOBER 8, 1929 AND RECORDED IN VOLUME 192 OF OFFICIAL RECORDS, AT PAGE 467, RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID SACRAMENTO NORTHERN RAILWAY, NORTH 73° 06-1/2' WEST, 631.00 FEET TO A POINT IN THE EASTERLY BOUNDARY OF THE CITY OF PITTSBURG; THENCE ALONG THE SAID LAST NAMED BOUNDARY, NORTH 16° 45' EAST, THREE (3.0) FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 073-050-001 (PORTION)

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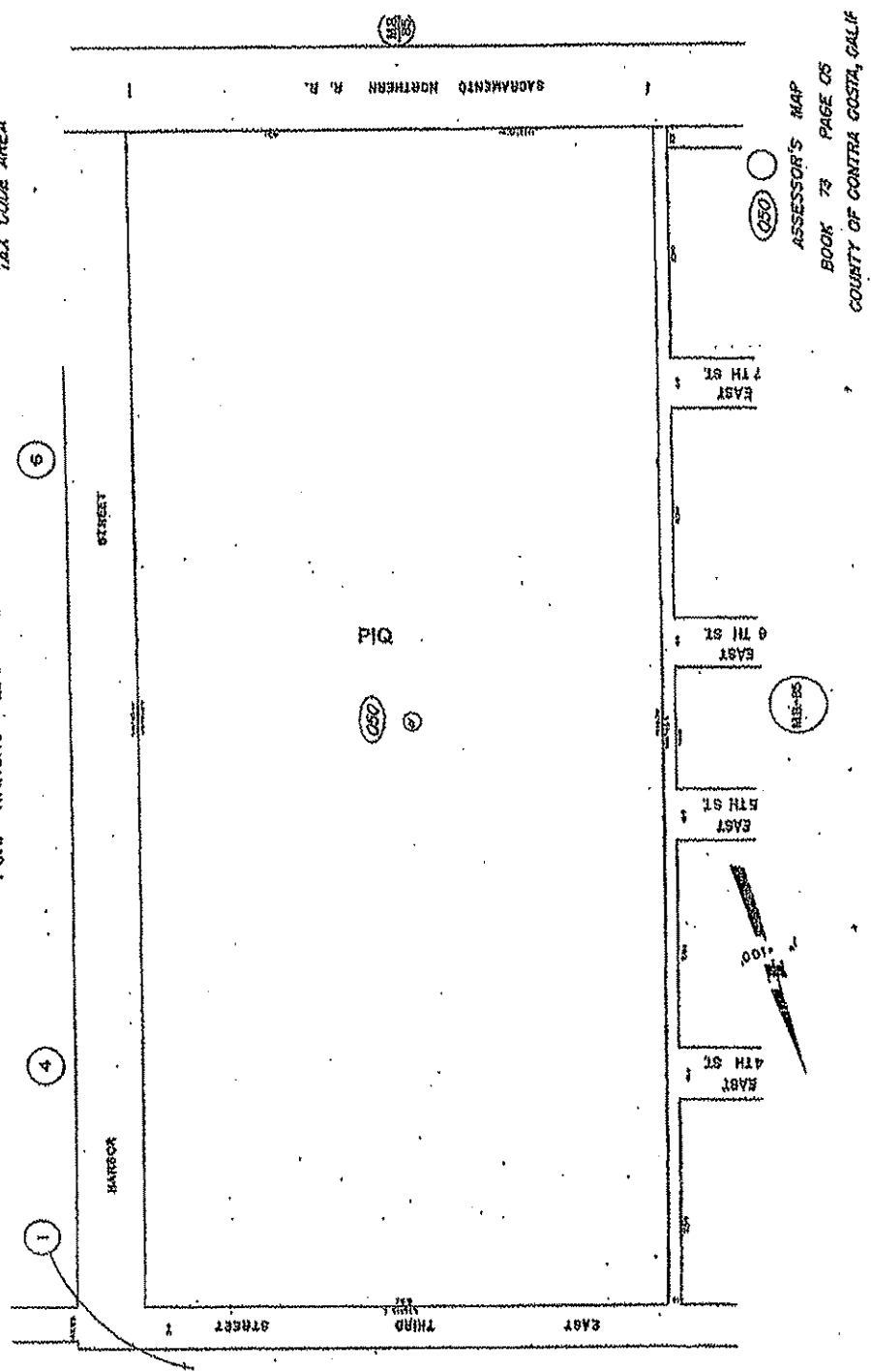
--- R.R. Remy
Candy Supply

201-152-1000 201-152-1000 201-152-1000

[illegible]

POR. RANCHO LOS MEDANOS

TAX CODE AREA



Deposited by Special Agent in Charge, U.S. Marshal, Sacramento, California, for the purpose of recording.

EXHIBIT B

EXHIBIT A
Legal Description

All that certain real property situate in the City of Pittsburg, County of Contra Costa, State of California, being a portion of the lands of PITTSBURG RIVER PARK LLC described by deed recorded October 20, 2004 under Document Number 2004-0402164, Contra Costa County Records, being a portion of Parcel One, Parcel Two and Parcel Three as described in said deed, being shown on that certain map filed on March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records, being within the Rancho Los Medanos, said portion of lands being more particularly described as follows:

Parcel D

Commencing at a found standard City of Pittsburg street monument from which a found standard City of Pittsburg street monument bears North $73^{\circ}15'00''$ West, 1269.91 feet as shown on that certain map filed on October 7, 2003 in Book 127 of Land Survey Maps at Page 11, Contra Costa County Records; thence South $16^{\circ}45'00''$ West, 20.00 feet to a point on the northerly line of East Third Street; thence easterly along said line South $73^{\circ}15'00''$ East, 191.24 feet to a point; thence leaving said line South $16^{\circ}45'00''$ West, 50.00' to a point on the southerly line of East Third Street, being the northwest corner of said Parcel One, from which point a found $\frac{1}{4}$ " iron pipe with no tag shown on said map filed March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records bears South $16^{\circ}36'02''$ West, 0.51 feet; thence easterly along said southerly line South $73^{\circ}15'00''$ East, 532.80 feet to the Point of Beginning; thence continuing along said line South $73^{\circ}15'00''$ East, 98.50 feet to the northeasterly corner of said lands, from which point a found $\frac{1}{4}$ " iron pipe with no tag shown on said map bears South $16^{\circ}38'03''$ West, 0.74 feet; thence southerly, along the easterly line of said lands, South $16^{\circ}38'03''$ West, 1415.51 feet to a found $\frac{1}{4}$ " iron pipe with no tag shown on said map marking the southeasterly corner of said lands; thence westerly, along the easterly line of said lands North $73^{\circ}13'43''$ West, 98.50 feet; thence leaving said line North $16^{\circ}38'03''$ East, 1415.47 feet to the Point of Beginning.

Containing 3.20 Acres, more or less.

Date: 12-9-08
John A. Cardarelli PLS 7769
Lic. Expires 12/31/2009
End of Description



John A. Cardarelli

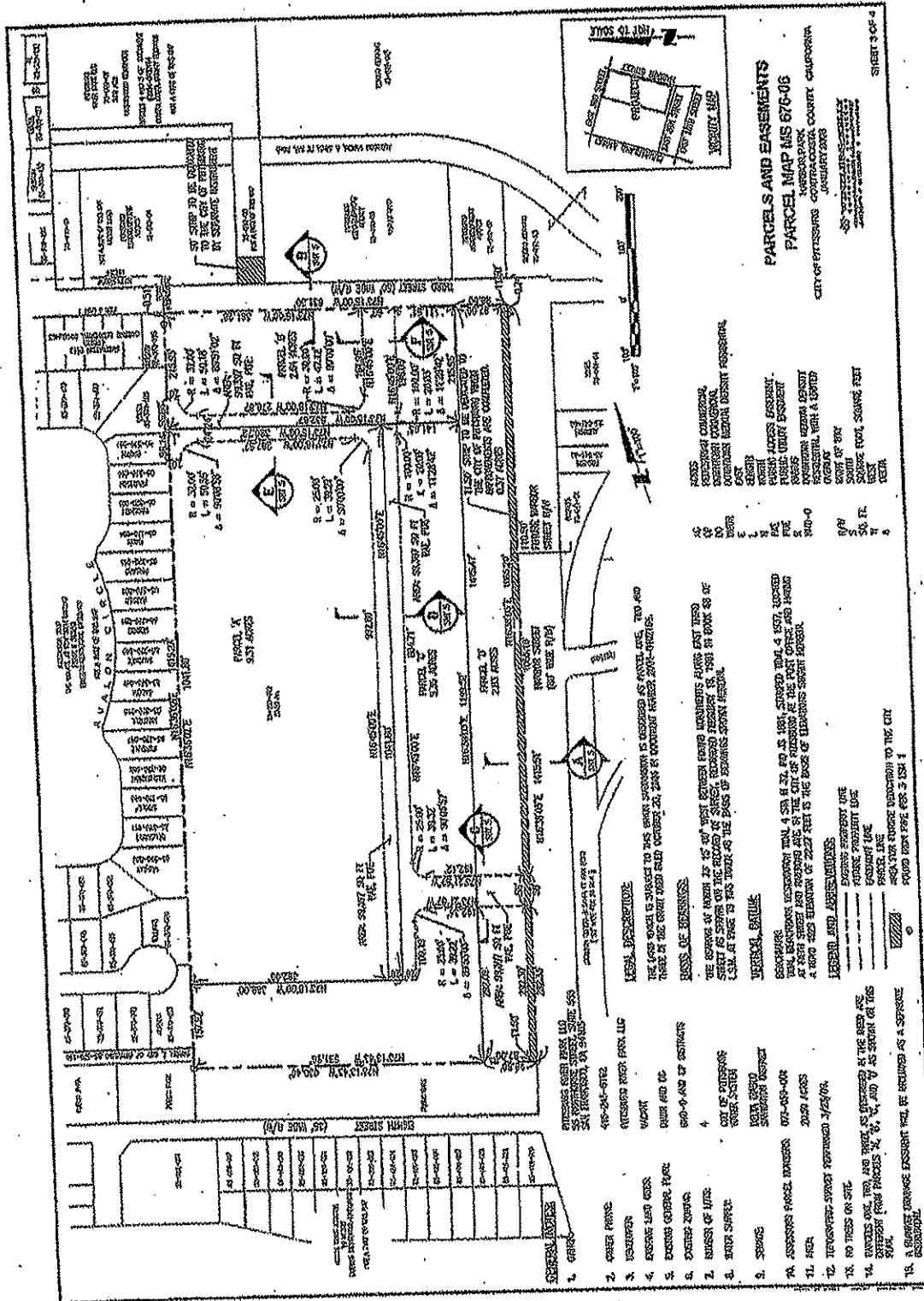


EXHIBIT C

EXHIBIT A
Legal Description

All that certain real property situate in the City of Pittsburg, County of Contra Costa, State of California, being a portion of the lands of PITTSBURG RIVER PARK LLC described by deed recorded October 20, 2004 under Document Number 2004-0402164, Contra Costa County Records, being a portion of Parcel One, Parcel Two and Parcel Three as described in said deed, being shown on that certain map filed on March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records, being within the Rancho Los Medanos, said portion of lands being more particularly described as follows:

Parcel A

Commencing at a found standard City of Pittsburg street monument from which a found standard City of Pittsburg street monument bears North 73°15'00"West, 1269.91 feet as shown on that certain map filed on October 7, 2003 in Book 127 of Land Survey Maps at Page 11, Contra Costa County Records; thence South 16°45'00"West, 20.00 feet to a point on the northerly line of East Third Street; thence easterly along said line South 73°15'00"East, 191.24 feet to a point; thence leaving said line South 16°45'00"West, 50.00' to a point on the southerly line of East Third Street, being the northwest corner of said Parcel One, from which point a found ¾" iron pipe with no tag shown on said map filed March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records bears South 16°36'02"West, 0.51 feet; thence southerly, along the westerly line of said lands South 16°36'02" West, 215.95 feet to the **Point of Beginning**; thence continuing along said line South 16°36'02" West, 1041.80 feet; thence leaving said line South 73°15'00"East, 388.00 feet; thence North 16°45'00"East, 1041.80 feet; thence North 73°15'00"West, 390.72 feet to the **Point of Beginning**.

Containing 9.31 acres, more or less.

Date: 12-9-08
John A. Cardarelli PLS 7769
Lic. Expires 12/31/2009
End of Description



John A. Cardarelli

EXHIBIT A
Legal Description

All that certain real property situate in the City of Pittsburg, County of Contra Costa, State of California, being a portion of the lands of PITTSBURG RIVER PARK LLC described by deed recorded October 20, 2004 under Document Number 2004-0402164, Contra Costa County Records, being a portion of Parcel One, Parcel Two and Parcel Three as described in said deed, being shown on that certain map filed on March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records, being within the Rancho Los Medanos, said portion of lands being more particularly described as follows:

Parcel B

Commencing at a found standard City of Pittsburg street monument from which a found standard City of Pittsburg street monument bears North $73^{\circ}15'00''$ West, 1269.91 feet as shown on that certain map filed on October 7, 2003 in Book 127 of Land Survey Maps at Page 11, Contra Costa County Records; thence South $16^{\circ}45'00''$ West, 20.00 feet to a point on the northerly line of East Third Street; thence easterly along said line South $73^{\circ}15'00''$ East, 191.24 feet to a point; thence leaving said line South $16^{\circ}45'00''$ West, 50.00' to a point on the southerly line of East Third Street, being the northwest corner of said Parcel One, being the **Point of Beginning**, from which point a found $\frac{3}{4}$ " iron pipe with no tag shown on said map filed March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records bears South $16^{\circ}36'02''$ West, 0.51 feet; thence southerly, along the westerly line of said lands South $16^{\circ}36'02''$ West, 215.95 feet; thence leaving said line South $73^{\circ}15'00''$ East, 532.67 feet; thence North $16^{\circ}38'03''$ East, 215.95 feet to the southerly line of East Third Street; thence westerly along said line North $73^{\circ}15'00''$ East, 532.80 feet to the **Point of Beginning**.

Containing 2.64 Acres, more or less.

Date: 12.9.08
John A. Cardarelli PLS 7769
Lic. Expires 12/31/2009
End of Description



John A. Cardarelli

EXHIBIT A
Legal Description

All that certain real property situate in the City of Pittsburg, County of Contra Costa, State of California, being a portion of the lands of PITTSBURG RIVER PARK LLC described by deed recorded October 20, 2004 under Document Number 2004-0402164, Contra Costa County Records, being a portion of Parcel One, Parcel Two and Parcel Three as described in said deed, being shown on that certain map filed on March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records, being within the Rancho Los Medanos, said portion of lands being more particularly described as follows;

Parcel C

Commencing at a found standard City of Pittsburg street monument from which a found standard City of Pittsburg street monument bears North 73°15'00" West, 1269.91 feet as shown on that certain map filed on October 7, 2003 in Book 127 of Land Survey Maps at Page 11, Contra Costa County Records; thence South 16°45'00" West, 20.00 feet to a point on the northerly line of East Third Street; thence easterly along said line South 73°15'00" East, 191.24 feet to a point; thence leaving said line South 16°45'00" West, 50.00' to a point on the southerly line of East Third Street, being the northwest corner of said Parcel One, from which point a found 1/4" iron pipe with no tag shown on said map filed March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records bears South 16°36'02" West, 0.51 feet; thence southerly, along the westerly line of said lands South 16°36'02" West, 1257.75 feet to the **Point of Beginning**; thence leaving said line South 73°15'00" East, 388.00 feet; thence North 16°45'00" East, 1041.80 feet; thence South 73°15'00" East, 141.95 feet; thence South 16°38'03" West, 1199.52 feet to the southerly line of said lands; thence westerly, along said line North 73°13'43" West, 531.96 feet to a found 1/4" iron pipe with no tag shown on said map marking the southwest corner of said lands; thence northerly along the easterly line of said lands North 16°36'02" East, 157.52 feet to the **Point of Beginning**.

Containing 5.35 Acres, more or less.

Date: 12.9.08
John A. Cardarelli PLS 7769
Lic. Expires 12/31/2009
End of Description



John A. Cardarelli

EXHIBIT D

EXHIBIT A
Legal Description

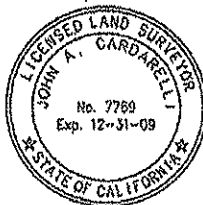
All that certain real property situate in the City of Pittsburg, County of Contra Costa, State of California, being a portion of the lands of PITTSBURG RIVER PARK LLC described by deed recorded October 20, 2004 under Document Number 2004-0402164, Contra Costa County Records, being a portion of Parcel One, Parcel Two and Parcel Three as described in said deed, being shown on that certain map filed on March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records, being within the Rancho Los Medanos, said portion of lands being more particularly described as follows:

Estimated extent of Petroleum Hydrocarbon Affected Soil

Commencing at a found standard City of Pittsburg street monument from which a found standard City of Pittsburg street monument bears North $73^{\circ}15'00''$ West, 1269.91 feet as shown on that certain map filed on October 7, 2003 in Book 127 of Land Survey Maps at Page 11, Contra Costa County Records; thence South $16^{\circ}45'00''$ West, 20.00 feet to a point on the northerly line of East Third Street; thence easterly along said line South $73^{\circ}15'00''$ East, 191.24 feet to a point; thence leaving said line South $16^{\circ}45'00''$ West, 50.00' to a point on the southerly line of East Third Street, being the northwest corner of said Parcel One, from which point a found $\frac{3}{4}$ " iron pipe with no tag shown on said map filed March 20, 1935 in Book 3 of Land Survey Maps at Page 1, Contra Costa County Records bears South $16^{\circ}36'02''$ West, 0.51 feet; thence southerly, along the westerly line of said lands South $16^{\circ}36'02''$ West, 1257.75 feet; thence leaving said line South $73^{\circ}15'00''$ East, 262.06 feet to the Point of Beginning of the herein described parcel; thence continuing on the same line South $73^{\circ}15'00''$ East, 270.00 feet thence North $16^{\circ}45'00''$ East, 400.00 feet; thence North $73^{\circ}15'00''$ West, 270.00 feet; thence South $16^{\circ}45'00''$ West, 400.00 feet to the Point of Beginning.

Containing 2.48 Acres, more or less.

Date: 12-9-08
John A. Cardarelli PLS 7769
Lic. Expires 12/31/2009
End of Description



John A. Cardarelli